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Signature of registering officer.

अरुणाचल प्रदेश ARUNACHAL PRADESH

**ARUNACHAL PRADESH GOVERNMENT LEASE DEED FOR THE DEMISE
OF LAND TO KENDRIYA VIDYALAYA SANGATHAN**

This lease made the 9th day of March '2015 between the Govt. of Arunachal Pradesh acting through the **Deputy Commissioner, Ziro, Lower Subansiri District**, Arunachal Pradesh (herein after called the "lessor" which expression shall, unless the context requires another and different meaning include his successor and assigns) of the one part and the **Kendriya Vidyalaya Sangathan**, a society registered under the societies Registration Act, 1860 and having its registered office at New Delhi (herein after called the "Lessee" which expression shall unless the context required another and different meaning mean and include its successors and permitted assigns) of the other part.

WHEREAS, the lessee is desirous to set up a Kendriya Vidyalaya at Dilopolayang in District Lower Subansiri (Arunachal Pradesh) and has approached the lessor to grant a piece and parcel of land situated at **Dilopoiyang (Hapoli/Ziro)** (herein after referred on said land) of which lessor is owner to the lessee for the said purpose.

AND WHEREAS, the lessor has agreed to demise unto the lessee the said land carefully described in the schedule hereunder written for the purpose of "Kendriya Vidyalaya" upon the terms and conditions herein after appearing and contained.

(Handwritten signature)

अपर आयुक्त प्रशासन एवं सतर्कतः
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

(Handwritten signature)
Deputy Commissioner
Lower Subansiri Dist
Ziro (A.P.)

NOW, this indenture witnessed that in consideration of the said agreement and nominal annual rent herein reserved and also of the covenant by the lessee herein after contained the lessor doth demise unto the lessee all that land containing the admeasurements 35,374.88 Sqm. of where about situated at Dilopoliang (Hapoli/Ziro), District Lower Subansiri (Arunachal Pradesh) - 791120 which said plot of land is more particularly described in the "Schedule hereunder written and with the boundaries and together with all structures standing thereon as described in detail in Schedule-II hereunder for the purpose of Kendriya Vidyalaya, together with all rights, easements and appurtenances to the same belonging save and except all mines and mineral products, buried treasure, coal, petroleum, oil and quarries what so ever in/under or within the said land will liberty for the lessor and his lessees, licensees, agents and workman and all other persons acting on behalf to the Deputy Commissioner, Ziro search for, obtain and carry away the same on making reasonable compensation to the lessee on account of any disturbance or damage that be caused thereby to the surface of the said land or any building standing thereon and that such compensation shall in case of dispute be determined by any officer appointed by Acquisition Acts or Regulations for the time being in force, whose decision thereon shall be final.

To hold the said land up to the lessee for the term of 99 (ninety nine) years commencing from 9th day of March '2015 yielding and paying therefore the nominal token lease rent of Rs.1/- per annum at the Treasury of Govt. of Arunachal Pradesh or at such other place as may be notified by the Lessor for this purpose from time to time. The lease period will be renewed immediately by the state authority at the end of each 99 years.

The ground rent will be payable in advance on yearly basis on every year. The ground rent shall be payable for the period from the date of purchase of the grant of a lease of the site to the next following as the case may be and shall be paid by the lessee at once at the time of execution.

1. The lessee to the intent that the obligations may continue throughout the term hereby created doth hereby covenants with the lessor as follow:-
 - i. To pay the rent on the days and in the manner herein before appointed for payment thereof.
 - ii. To pay all charges in respect of electric power, light and water used on the said premises during the currency of the lease at the scheduled of rates current and as may be revised from time to time.
 - iii. From time to time and at all times to pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter imposed charges or assessed upon the premises hereby demised or the buildings to be created thereupon.
 - iv. To maintain the premises and all building thereon in sanitary conditions according to the directions of the officer appointed by the lessor.
 - v. Not without the prior written consent of the lessor, to use the same or permit the same to be used for any purpose other than of Kendiya Vidyalaya Sangathan.
 - vi. Not to sub-divide the said land or building erected thereon or any part thereof which may be or become a nuisance, annoy or cause damage to occupiers of other property in the neighborhood.

बहारसो

Deputy Commissioner
Lower Subansiri Dist
Ziro (A.P.)



अपर आयुक्त प्रशासन एवं सतर्कतः
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

- vii. Not to transfer by sale, mortgage, gift or authorize the said premises or building erected thereon or any part thereof without obtaining prior approval in writing of 'lessor' or such officer or body as the lessor may authorize on his behalf. Any violation of this provision shall render such transfer void and not binding on the lessor.
- viii. That all persons acting under the orders of the lessor shall be at liberty at all reasonable tune in the day time during the said term to enter upon the said land or any building that may be erected thereon for any purpose connected with the lease.
- ix. The lease period will be renewed immediately by the state authority at the end of each 99 year.
- x. If during the period of the lease the premises are required for public purpose of or any administrative purpose by the lessor, the lessor shall at the expiry of the notice of sixty days to effect that the said premises are required for such purpose to be served upon the lessee by an officer appointed by the lessor in this behalf, be at liberty to like possession of the land together with all building structures and appurtenances. The lessee shall be entitled to compensation payable under this clause shall in case of dispute be determined by the lessor or by such officer as may appointed for the purpose as nearely as may be in accordance with the provisions of the land acquisition Act or Regulation for the time being in force relating to the same and decision of the lessor on such officers shall be final and conclusive.
- xi. Any sum of money due to or claimable by the lessor in respect of the land hereby demised shall be recoverable by the lessor as an arrear of land revenue under the provisions of the concerned Land Revenue Act or the Bengal Public Demands Recovery Act, 1913 and any amending Act for the time being in force.
- xii. If the yearly rent hereby reserved of any part thereof, shall at any time be in arrear and unpaid for one calendar year next after any of the said days whereon the same shall have become due, whether the same shall have been demanded or not, or if there shall have been in the opinion of the lessor or the Deputy Commissioner, Lower Subansiri District whose decision shall be final, any breach by the lessee or by any person claiming through or under him or any of the covenants or conditions herein before contained and on his part to be observed or performed then and if any such case shall be lawful for the lessor or any person or persons duly authorized by him notwithstanding the waiver of any previous cause or right of re-entry upon any part of the premises hereby demised and every thing herein contained shall cease and determine and the lessee shall not be entitled to any compensation whatsoever.
- xiii. No forfeiture or re-entry shall be affected except as herein provided, without the permission of the lessor and the lessor shall not permit such forfeiture or re-entry until the lessor has served on the lessee a notice in writing.
- xiv. If the breach is capable of remedy, requiring the lessee to remedy the breach and the lessee fails within a reasonable time the date of service of the notice to remedy the breach, if it is capable of remedy.



अपर आयुक्त प्रशासन एवं सतर्कता
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
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New Delhi-110016

कलशाड

Deputy Commissioner
Lower Subansiri Dist
Ziro (A.P.)

- xv. In the event of such Arbitrator being transferred or vacated his office or refusing or being unable to act for any reason whatsoever, it will be open to the Secretary, Ministry of Law (Department of Legal Affairs) to appoint another person in his place. The arbitrator may with the consent of both the parties to this present, extend the time for making the award. The award of the Arbitrator shall be final and binding on the parties to this present. Subject as aforesaid the Arbitration Act, 1940 and the rules made there under amend from time to time shall apply to the Arbitration Proceedings under this Clause.

Nothing in this clause shall apply to entry for breach of covenant against unauthorized transfer or sub division.

In witness whereof the Govt. of Arunachal Pradesh has caused the Deputy Commissioner, Lower Subansiri District on his behalf to put his hand hereunto and the lessee has hereunto set his hand the day and the first year above written.

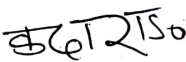
THE SCHEDULE ABOVE REFERRED TO

All the piece of land measuring **32,374.88 Sqmts.** at **Dilopoliang (Hapoli/Ziro)** in Lower Subansiri District, Arunachal Pradesh as (part of) survey number and bounded.

Schedule

Land	:	32,374.88 Sqmts.
On the North by	:	Private Land
On the South by	:	Govt./Dept. Land
On the East by	:	Nallah
On the West by	:	Private Land

Signature of Lessor: -


(Kanki Darang)
Deputy Commissioner
Lower Subansiri District, Ziro
Lower Subansiri Dist
Ziro (A.P.)


For and on behalf of the Govt. of
Arunachal Pradesh


Signature of Lessee: -


अपर आयुक्त प्रशासन एवं सतर्कता
Addl. Commissioner (Admn. & Vig.)
केन्द्रीय विद्यालय संगठन
Kendriya Vidyalaya Sangathan
नई दिल्ली-110016
New Delhi-110016

For and on behalf of the
Kendriya Vidyalaya Sangathan

Witnesses: -

1. 
Circle Officer
Lower Subansiri Dist.
Ziro (A. P.)

2. 
Extra Asst. Commissioner
Lower Subansiri Dist.
Ziro (A. P.)